

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**INTERIM APPLICATION NO.15727 OF 2024
IN
ARBITRATION PETITION ON.89 OF 2019**

M/s. Ashoka Buildcon Ltd. ... Applicant

In the matter between

M/s. Ashoka Buildcon Ltd. ... Petitioner

V/s.

Maharashtra State Electricity Distribution
Co. Ltd. ... Respondent

Adv. Sriraj G. Menon a/w Adv. Shubham Hundia, Sandesh Panchal i/by Sriraj G.
Menon for the Applicant/Petitioner.

Adv. Rahul Sinha a/w Soham Bhalerao i/by DSK Legal for the Respondent.

CORAM : ARIF S. DOCTOR, J.

DATE : 16TH DECEMBER 2024

P.C. :

1. This is an Interim Application filed for extension of the mandate of
the arbitral tribunal.

2. Learned Counsel appearing on behalf of the Respondent does not
oppose this Application.

3. Learned Counsel appearing on behalf of the Applicant/Petitioner very fairly draws my attention to an order dated 14th August 2024 by which this court had recorded that there shall be no further extension. However, he points out that the extension that is now sought for is on account of the fact that the Learned Arbitrator had suffered from some health issues/ailment, which required the Learned Arbitrator to take bed rest and thus the arbitral proceedings could not be disposed of within the last granted extension. The extension sought for is now only upto 31st January 2025.

4. Thus, in my, view the interest of justice would require me to grant this further extension despite the previous order. Hence, the Interim Application is allowed in terms of prayer clause (a), which reads thus:-

“(a) That this Hon'ble Court be pleased to extend the period of the arbitral mandate for declaration of the arbitral award under Section 29A of the Arbitration and Conciliation Act 1996 upto 2 (two) months ie. till 31st January 2025 as per the provisions of the law as this Hon'ble Court may deem fit in the interest of justice, equity and law.”

5. The Interim Application is thus disposed of accordingly.

(ARIF S. DOCTOR, J.)